



CITY OF SAINT CHARLES, MISSOURI

REQUEST FOR PROPOSAL

RFP NUMBER 4144

**CREATIVE & GRAPHIC DESIGN SERVICES
FOR
THE GREATER SAINT CHARLES
CONVENTION & VISITORS BUREAU**

JUNE 26, 2015

INCLUDED ARE:
Proposal Instructions
Terms and Conditions
Scope of Work
Proposal Form

PROPOSAL INSTRUCTIONS

PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified firms interested in providing graphic design services to the Greater St. Charles Convention and Visitors Bureau starting immediately.

This RFP provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the City of Saint Charles (City) to satisfy the needs as outlined in the scope of work.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP:	06/26/2015
Proposal submission deadline:	07/17/2015 2:00 p.m.

PROPOSAL SUBMISSION

All proposals must be received by the City of Saint Charles, Missouri Purchasing Office, 200 North Second Street, Saint Charles, Missouri 63301 prior to 2:00 p.m., City time, on Friday, July 17, 2015. Each proposal shall consist of one original (identified as such) and two copies of the complete proposal. It is the responsibility of the proposer to ensure that their proposal is received in the Purchasing Office, prior to the deadline. Consultants mailing proposals should allow ample mail delivery time to ensure timely receipt of their proposals. Proposals received after the deadline for receipt of proposals will not be considered.

Proposals must be clearly identified as a proposal for the City of Saint Charles, Missouri RFP #4144 and shall show such information on the outside of the proposal packet. Proposals will not be accepted by facsimile transmittal.

AMENDMENTS TO RFP

In the event it should be necessary to revise any portion of this RFP, addenda will be provided to all proposers who received the original RFP. If you received this RFP by means other than the bid system, you must furnish your firm's name, address, and telephone number to the Purchasing Manager identified in the Proposal Instructions section in order to receive any addendum to this RFP.

TERMS AND CONDITIONS

QUALIFICATIONS

All firms must furnish satisfactory evidence to the City that they have previously performed this type of service.

LAWS AND ORDINANCES, REGULATIONS, LICENSING FEES

Firm shall conform to all rules, regulations, ordinances, laws, or directives set forth by the City of Saint Charles and/or the State of Missouri.

Firm shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Contractor/Supplier or an affiliated business entity of the Contractor/Supplier shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

Firm shall comply with Section 285.525-285.550 RSMo regarding enrollment in a federal work authorization program. Notice and instructions for bidders are attached to these bid documents. The signed, notarized affidavit and supporting documentation affirming enrollment in a federal work authorization program must be submitted with bid. Failure to comply with this provision may result in rejection of bid.

Firm acknowledges award of this City Contract requires compliance with Section 208.009 RSMo. which requires Firm to provide City with affirmative proof that he/she is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding Firm with this contract.

The City of St. Charles, Missouri, fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, please call the City Clerk's Office at (636) 949-3282 or City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Firm shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.

WAIVER

The City reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the City.

TERMINATION OF CONTRACT

The City reserves the right to terminate the contract for reasons of violations by the successful operator of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

METHOD OF AWARD / SELECTION

The proposals will be evaluated by the Director and staff of the Greater St. Charles Convention and Visitors Bureau, with the help of the Greater St. Charles Convention and Visitors Bureau Commission. A successful candidate may be selected from these proposals or if no decision can be reached, the Director may ask for finalists to prepare an oral presentation at the offices of the St. Charles CVB. All candidates submitting a response to this RFP will be notified of the outcome within one week after receipt.

INDEMNIFICATION

The Firm shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the operator or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

RESPONSE MATERIAL OWNERSHIP

All proposals become the property of the City of Saint Charles, Missouri upon receipt and will only be returned to the proposer at the City's option. Selection or rejection of the proposal will not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Disqualification of a proposal does not eliminate this right.

PROPRIETARY INFORMATION

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the Purchasing Coordinator. Neither cost or pricing information nor a total proposal will be considered proprietary.

REJECTION OF PROPOSALS

The City of Saint Charles, Missouri reserves the right to reject any or all bids or proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the City to do so. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal. Any exception to the Scope of Work must be identified in the proposal.

INCURRING COSTS

The City of Saint Charles, Missouri shall not be obligated or be liable for any cost incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this solicitation shall be borne by the proposer.

SUBMISSION OF PROPOSALS AND SUPPLEMENTAL MATERIALS

Proposals shall be submitted to the Purchasing Department. If supplemental materials are required or requested, then they must be submitted to the Purchasing Department as part of the proposal. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Purchasing Department. Submission or distribution by the operator of unsolicited supplemental materials to City employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY

The City of Saint Charles advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

Inquiries concerning this Request for Proposal shall be directed to:

Purchasing Office
City of Saint Charles, Missouri
200 North Second Street
Room 102
Saint Charles, Missouri 63301
purchasing@stcharlescitymo.gov

SCOPE OF WORK

The City of Saint Charles is seeking a creative and graphic designer to coordinate and execute creative projects, which will include ads for multiple travel and trade magazines and production services, brochures, special promotional materials, tradeshow displays etc. This individual will work directly with the Greater St. Charles Convention and Visitors Bureau. The successful candidate must be a highly creative graphic designer with at least 10 years of graphic design experience. The successful candidate must have experience with graphic design companies and executed graphic design work for many clients. Preference will be given to the candidates with destination marketing related experience as well as those that can demonstrate prior success with television, radio, print production and web design work.

The contract period shall be for twelve (12) months. The City shall have the option to renew the contract for two (2) additional one (1) year periods under the same terms and conditions.

The goals of the St. Charles Convention and Visitor's Bureau from a graphic designer perspective are as follows:

- To produce exceptionally creative design work appealing to targeted demographics
 - To produce high quality and creative brochures and marketing materials
 - To produce cutting edge advertising messages/images effectively marketing St. Charles as a visitor, meeting and convention destination
 - To create and produce television, radio and web advertisements to promote the City
 - To produce design work that distinguishes our market
 - The effectiveness of advertisement design will be measured by a conversion study
1. Please outline how you would approach reaching the City's goals. The City is interested in how you would approach working with the City and some of the activities you would plan to recommend the City implement.
 2. Please list your qualifications for handling the City's account.
 - A. Personnel:

Indicate the people who would be assigned to the City's account, or if you need to hire someone, the type of people you would plan to hire to work with the City. Please indicate who the City's day to day contact would be.
 - B. Expertise:

Please address your level of expertise specifically, for each of these areas:

 1. Creativity
 2. Design Capabilities
 3. Relationships with photographers, printers, copy writers, talent agencies and stylists
 4. Television, radio and web production facilities
 - C. Experience:

Please give a detailed outline of you or your company's graphic design experience; specifically, the experience base as it applies to the destination marketing industry.

D. Work Expected:

1. Conceive, design and provide all necessary steps for all print advertising related to the activities of the Greater St. Charles Convention and Visitors Bureau (GSCCVB)
2. Conceive, design, produce and direct all broadcast advertising related to the activities of the GSCCVB
3. Collect and maintain all video, photographic and audio files for the GSCCVB
4. Conceive, design and arrange for printing of all supporting materials utilized by the GSCCVB
5. Conceive, design and implement all requisite tasks to produce an annual visitor's guide plus other POS materials utilized by the GSCCVB
6. Conceive, design and arrange for production of trade show and consumer show exhibit materials and booth display pieces
7. Follow all bidding and requisite procurement procedures as required by City policies
8. Maintain and update all internet and online materials as needed
9. Follow the precise procedures as established by the Division of Tourism for application and implementation of funded advertising and promotional campaigns
10. Work with GSCCVB staff to meet and exceed all marketing, public relations and publicity goals of the bureau
11. To provide all the above services, which shall not be considered an exclusive or all inclusive list, for an annual flat fee with all rights to intellectual property and produced materials remaining the exclusive property of the City of St. Charles

E. Facilities:

1. Please describe the physical facilities available to you, which will help you fulfill the goals of this contract.
2. Please outline why you think your organization would be best suited to handle the City's marketing and advertising requirements.
3. Please indicate the method by which you would plan to receive your compensation, and how much compensation you would require to perform the services outlined above.*

***Please note: item E3 is to be placed in a separate, sealed envelope and submitted with proposal. Failure to follow these instructions may result in the rejection of the proposal.**

PROPOSAL FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposal and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal Number 4144 and to all the conditions imposed herein, the undersigned offers and agrees to provide creative and graphic design services to the Greater St. Charles Convention and Visitors Bureau in accordance with the specifications contained herein.

Proposal Form shall be attached to bidder's proposal.

COMPANY: _____

REMITTANCE ADDRESS: _____

STREET ADDRESS (NO P.O. BOX): _____

Indicate whether: () Individual; () Partnership; () Corporation; () Other_____

Incorporated in the state of: _____

TAX ID NO.: _____ PHONE NO.: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EMAIL ADDRESS: _____

ST. CHARLES BUSINESS LICENSE NO. (if located w/in City limits) _____

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 285.530(1), “No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.”

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

“Business Entity” is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “business entity” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “business entity” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “business entity” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

Required Affidavit for Contracts Over \$5,000 (US) – Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program’s Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

STATE OF _____)
_____)ss
COUNTY OF _____)

Before me, the undersigned Notary Public, _____(Name)
personally appeared who is _____(Title) of
_____ (Company Name), and after being sworn did depose
and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature (Person with Authority)

Printed Name

Title

Date

Subscribed and sworn to before me this _____ day of _____(Month, Year).

My commission expires:

Signature of Notary Date



City of Saint Charles

200 North Second Street • Saint Charles, MO 63301

PROOF OF LAWFUL PRESENCE - PUBLIC BENEFITS

Name: Last	First	Middle Initial	Maiden Name
Address (Street Name & Number)		Apt #	Date of Birth
City		State	Zip Code

	(Check all that apply to signer and company): <input type="checkbox"/> A Citizen of the United States <input type="checkbox"/> A Lawful Permanent Resident <input type="checkbox"/> Company uses e-Verify to Hire New Employees <input type="checkbox"/> All Employees are authorized to work in U.S.
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Signature	Date (M/D/YY)
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VERIFICATION: *To be completed by City Staff.* Please record the title and expiration date of either: one document from Column A *or* a Missouri driver's license (Column B) *or* one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document title: _____		Missouri Driver's License <input type="checkbox"/>		Document title: _____
Expiration Date (if any) _____		Expiration Date _____		Expiration Date (if any) _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.*

Signature of City Staff Person:	Print Name:	Date:
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***NOTE TO CITY STAFF:** If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained.



CITY OF SAINT CHARLES VENDOR INFORMATION FORM

Please complete the information below and return with your completed W-9 to the City's Purchasing Office at the address indicated below.

LEGAL ENTITY NAME: _____

CHECKS PAYABLE TO: _____
(if different than Legal Entity above)

INCORPORATED IN THE STATE OF: _____

REMITTANCE ADDRESS: _____
(if different than address listed on W-9) (Address) (City/State/Zip)

BID TO ADDRESS: _____
(if different than above) (Address) (City/State/Zip)

PAYMENT TERMS: _____

PHONE NO.: _____ FAX NO.: _____

CONTACT: _____ TITLE: _____

EMAIL ADDRESS: _____